
THIRD SUPPLEMENTAL AGREEMENT

DATED AS OF JANUARY 19, 1973

AMENDING

CONDITIONAL SALE AGREEMENT

DATED AS OF MAY 15, 1972

BETWEEN

THE DARBY PRODUCTS OF STEEL PLATE CORPORATION

AND

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

AND

AGREEMENT AND ASSIGNMENT

DATED AS OF MAY 15, 1972

BETWEEN

THE DARBY PRODUCTS OF STEEL PLATE CORPORATION

AND

THE CITY NATIONAL BANK AND TRUST COMPANY OF KANSAS CITY
(now known as United Missouri Bank of Kansas City,
National Association)

66-26-C
RECORDATION NO. _____ Filed & Recorded

JAN 29 1973 - 4 30 PM

INTERSTATE COMMERCE COMMISSION

Filed and recorded with the Interstate Commerce Commission pursuant
to Section 20c of the Interstate Commerce Act on _____,
1973, recordation number _____.

THIRD SUPPLEMENTAL AGREEMENT

THIS THIRD SUPPLEMENTAL AGREEMENT, dated as of January 19, 1973, by and among THE DARBY PRODUCTS OF STEEL PLATE CORPORATION, a Kansas corporation (hereinafter the "Manufacturer"), THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation (hereinafter the "Railroad") and UNITED MISSOURI BANK OF KANSAS CITY, NATIONAL ASSOCIATION (formerly known as The City National Bank and Trust Company of Kansas City), a national banking association with principal place of business at Tenth and Grand Avenue, Kansas City, Missouri (hereinafter the "Assignee").

WHEREAS, the Manufacturer and the Railroad have entered into a Conditional Sale Agreement dated as of May 15, 1972 (hereinafter the "Conditional Sale Agreement"), pursuant to which the Manufacturer agreed to construct, sell and deliver to the Railroad and the Railroad agreed to purchase the railroad equipment described in Schedule A to the Conditional Sale Agreement (hereinafter the "Equipment"); and

WHEREAS, the Manufacturer thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to each unit of the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of May 15, 1972 (hereinafter the "Assignment") entered into by and between the Manufacturer and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance

with Section 20c of the Interstate Commerce Act on June 12, 1972, under recordation number 6626; and

WHEREAS, the parties amended the Conditional Sale Agreement and Assignment to extend the period of time within which delivery of the Equipment was to be effected, the interim and final closing dates were to be set and payment was to be made by the execution of a Supplemental Agreement dated as of October 31, 1972 and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on November 27, 1972 under recordation number 6626-A; and

WHEREAS, the parties again amended the Conditional Sale Agreement and Assignment to extend the period of time within which delivery of the Equipment was to be effected, the Final Closing Date was to be set and payment was to be made by the execution of a Second Supplemental Agreement dated as of December 29, 1972 and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on January 8, 1973, under recordation number 6626-B; and

WHEREAS, the parties hereto now desire to again amend the Conditional Sale Agreement and Assignment to further extend the period of time within which delivery of the Equipment is to be effected, the Final Closing Date is to be set, and payment is to be made, and to again extend accordingly the dates on which payments of principal and interest shall be due and payable under the Conditional Sale Agreement and Assignment;

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

Section 1. Delivery. Schedule A of the Conditional Sale Agreement is hereby amended to extend the period of time during which the Equipment shall be delivered to the Railroad, so that the final date for delivery of such Equipment shall be February 5, 1973. The covenant of the Manufacturer to deliver contained in Section 2 of the Assignment is hereby modified to permit delivery in accordance with this Third Supplemental Agreement.

Section 2. Final Closing Date. The Conditional Sale Agreement is hereby amended to change the definition of "Final Closing Date". As amended hereby, such term means, wherever used in the Conditional Sale Agreement or the Assignment, such date (on or prior to February 5, 1973) not more than ten business days following the presentation by the Manufacturer to the Railroad of the final invoice and the final Certificate or Certificates of Acceptance, as shall be fixed by the Railroad by written notice delivered to the Assignee at least five business days prior to the Final Closing Date designated therein.

Section 3. Recording. The Railroad will promptly cause this Third Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

Section 4. No Rescission of Prior Agreements. This Third Supplemental Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but when taken together shall constitute but one Third Supplemental Agreement.

This Third Supplemental Agreement shall be effective as of the date first above written when counterparts which, taken together, bear signatures of all parties hereto, shall have been received by the Assignee.

(SEAL)

ATTEST:

W. A. King

THE DARBY PRODUCTS OF STEEL PLATE CORPORATION

By

W. J. Haynes, Jr., President

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

(SEAL)

ATTEST:

J. E. Kellogg

By

L. O. Frith
L. O. Frith
Executive Vice President

UNITED MISSOURI BANK OF KANSAS CITY,
NATIONAL ASSOCIATION

(SEAL)

ATTEST:

M. A. May
Asst. Secy.

By

D. H. Eagle, Sup.

STATE OF ^{Kansas} MISSOURI)
COUNTY OF ^{Wyandotte} JACKSON) ss

On this 19th day of January, 1973, before me personally appeared W. J. HAYNES, JR., to me personally known who, being by me duly sworn, says that he is President of The Darby Products of Steel Plate Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

W. L. King
Notary Public

My commission expires:

12-30-1973

STATE OF MISSOURI)
COUNTY OF JACKSON) ss

On this 19th day of January, 1973, before me personally appeared L. O. FRITH, to me personally known who, being by me duly sworn, says that he is Executive Vice President of The Kansas City Southern Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

B. B. Niedermeyer
Notary Public

My commission expires:

May 29, 1975

STATE OF MISSOURI)
COUNTY OF JACKSON) ss

On this 19th day of January, 1973, before me personally appeared A. F. Royle, to me personally known who, being by me duly sworn, says that he is Senior Vice President of United Missouri Bank of Kansas City, National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jean McKenney Tate
Notary Public

My commission expires:

My Commission Expires Jan. 17, 1975